

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

TrailRunner International LLC

2. Registration Number

6808

3. Name of Foreign Principal

Esquel Enterprises Ltd.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 4/23/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached contract.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

TrailRunner International LLC will provide strategic communications advisory and execution services to Esquel Enterprises Ltd. related to Esquel's employment practices and human rights protections, including outreach to newspapers.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

See response to item 9.

11. Prior to the date of registration² for this foreign principal did the registrant engage in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes ☐ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
---------------	-----------	---------	-----------------------

Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes ☐ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	To Whom	Purpose	Amount
------	---------	---------	--------

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

April 24, 2020

Lisa Moore

/s/ Lisa Moore

eSigned

TRAILRUNNER INTERNATIONAL LLC
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment") is made effective as of April 23, 2020 (the "Amendment Effective Date") by and between TrailRunner International LLC ("Consultant") and Esquel Enterprises Ltd. ("Client").

RECITALS

1. Consultant and Client previously executed a Professional Services Agreement effective March 8, 2020 (the "Agreement") whereby Client procures certain services from Consultant.
2. Client and Consultant now desire to amend the Agreement.

AGREEMENTS

In consideration of the mutual promises contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, Client and Consultant ("the parties") agree as follows:

1. The section titled Term of Agreement is deleted and replaced with the following:

This Agreement is effective as of the Effective Date and will continue in effect until July 8, 2020.

2. The section titled Compensation is deleted and replaced with the following:

In consideration for the advice and Work to be rendered on behalf of Client by the Consultant under this Agreement, the Client shall pay the Consultant \$85,000.00 USD for the first month in advance beginning on the Effective Date, \$50,000.00 USD for the second month, and \$20,000.00 USD per month continuing thereafter during the Term. Client shall also pay Consultant each month in arrears based on monthly invoice reimbursement for applicable expenses consistent with the provisions of Exhibit "A" which are the General Terms and Conditions of this Agreement. Said Exhibit "A" General Terms and Conditions are attached hereto and incorporated herein for all purposes.

3. Except as otherwise provided in this Amendment, all words and definitions used in this Amendment shall have the same meaning in this Amendment as in the Agreement.
4. Other than as specifically provided in this Amendment, all terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect without modification.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the Amendment Effective Date.

CLIENT:

ESQUEL ENTERPRISES LTD

By: John Cheh
John Cheh (Apr 23, 2020)

Printed Name: John Cheh

Title: Vice Chairman & CEO

CONSULTANT:

TRAILRUNNER INTERNATIONAL LLC

By: [Signature]

Printed Name: Lisa Moore

Title: Deputy CFO